

# **INDIANA HOME ENERGY ASSISTANCE PROGRAM GRANT AGREEMENT**

**NUMBER: WS-015-0XX**

**100% Non-Federal Funding**

**State of Indiana's Mortgage Foreclosure Multistate Settlement Fund**

This Indiana Home Energy Assistance Program Grant Agreement ("Agreement"), entered into by and between the **Indiana Housing and Community Development Authority** ("IHCD"), and ("Sub-grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## **1. PURPOSE**

The purpose of this Agreement is to memorialize an award of funding to Sub-grantee so that Sub-grantee may provide weatherization services for low-income households in the Indiana Home Energy Assistance Program ("STATE LIHEAP Program") being administered by IHCD. Funding for STATE LIHEAP Program is provided from the State of Indiana's mortgage foreclosure multistate settlement fund pursuant to **I.C. 4-12-1-14.5**. This funding may only be used to assist income-eligible homeowners in accordance with the guidelines set forth in Section 507 of the 2012 Weatherization Assistance Program Policy and Procedures Manual.

## **2. GENERAL TERMS**

- A. Upon execution, this Agreement shall become effective as of November 1, 2014 and remain in effect through September 30, 2015 (the "Term").
- B. Sub-grantee shall be reimbursed by IHCD for allowable costs incurred by Sub-grantee in conducting activities in accordance with the 2014 Weatherization Assistance Program Policy and Procedures Manual, as amended from time to time ("the Weatherization Policy and Procedures Manual"), this Agreement, and the financial summary included herewith as Attachment A, and the 2015 STATE LIHEAP Program Budget Form submitted by Sub-grantee and approved by IHCD ("Budget"), all of which is incorporated herein by reference. Sub-grantee may be reimbursed for activities conducted during the Term in an amount not to exceed the Total Grant Amount specified in Attachment A.
- C. Sub-grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, application for funding, program narrative, plan, budget, or other document submitted by Sub-grantee and approved by IHCD for the purpose of obtaining funding through this Agreement.
- D. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by the IHCD, and (3) any proposal, program, plan, or budget, submitted by Sub-grantee, for the purpose of obtaining funding through this Agreement.
- E. This Agreement shall be governed by and construed in accordance with the laws of

the State of Indiana and suit, if any, must be brought in the State of Indiana. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

- F. IHCDCA will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law, such as Indiana Code §§ 5-17-5, 34-54-8, and 34-13-1. Notwithstanding the provisions contained in IC § 5-17-5, the parties stipulate and agree that any liability resulting from the IHCDCA's failure to make prompt payment shall be based solely on the amount of funding originating from IHCDCA and shall not be based on funding from Federal or other sources.
- G. Sub-grantee shall request and receive approval from IHCDCA for any subcontracts awarded pursuant to this Agreement in an amount greater than Twenty-five Thousand Dollars (\$25,000.00). Sub-grantee shall require any subcontractor to comply with the provisions set forth in this Agreement. Further, Sub-grantee shall remain responsible to IHCDCA for the performance of part or all of this Agreement by any subcontractor, and shall monitor the performance of any subcontractor. Sub-grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IHCDCA upon request. Sub-grantee further agrees to notify IHCDCA of a breach of any of provisions in this Agreement by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

### **3. SPECIFIC TERMS**

- A. During the Term, Sub-grantee shall weatherize eligible dwelling units in compliance with the terms of this Agreement and Attachment A, as well as any Federal or State statutes or regulations pertaining thereto, including but not limited to 42 U.S.C. § 8621 et seq.; I.C. § 4-12-1-14.2; and 45 C.F.R. Part 96; the requirements specified in Office of Management and Budget ("OMB") Circular A-110, now reported at 2 C.F.R. Part 215, or OMB Circular A-122, now reported at 2 C.F.R. Part 230; and all other applicable Federal, State, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement. Sub-grantee specifically acknowledges that it must comply with all applicable Federal, State, and local laws, rules, and regulations pertaining to wages, hours, and conditions of employment, and all health and safety standards.
- B. Sub-grantee shall perform weatherization services in accordance with the State of Indiana's approved LIHEAP State Plan, Indiana Weatherization Field Guide, Weatherization Policies and Procedures Manual, State Weatherization directives, and any amendments thereto (collectively "State Weatherization Plan and Directives"). Upon completion of the document aligning Indiana's Weatherization

Field Guide and DOE's Standard Work Specifications ("SWS"), The Sub-grantee shall abide by and perform all work in accordance with said document, as this document will supersede the Indiana Weatherization Field Guide. The Sub-grantee's signature on this Agreement signifies its agreement to follow all work standards as outlined in the documents referenced in this paragraph.

- C. Sub-grantee agrees to weatherize homes as specified in Sub-grantee's plan of services, and any amendments thereto.
- D. Sub-grantee shall comply with all of the training and certification requirements that are specified in the State Weatherization Plan and Directives.
- E. Sub-grantee shall provide in-home energy education regarding reducing energy consumption and health and safety concerns to the persons who receive the weatherization services pursuant to this Agreement.
- F. If, after a review of Sub-grantee's performance, IHCDCA finds that Sub-grantee has exceeded its specified performance estimates, and if IHCDCA has sufficient funding available to it to reimburse Sub-grantee for additional work, IHCDCA may offer reallocated funds to Sub-grantee.
- G. All reallocations shall be accomplished in accordance with the provisions of Section 6 of this Agreement.
- H. Sub-grantee shall select subcontractors in a manner that assures competitive procurement of services in compliance with all applicable laws, including but not limited to 10 C.F.R. 600.236. Neither Sub-grantee nor any subcontractor of Sub-grantee shall be reimbursed until such time as Sub-grantee has performed an inspection of the work performed by the subcontractor and has determined in writing that any such work has been completed in a satisfactory manner.
- I. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Sub-grantee shall adhere to the provisions of applicable Federal regulations, OMB Circular A-110, now reported at 2 C.F.R. Part 215, OMB Circular A-102, and IHCDCA policies regarding procurement.
- J. Sub-grantee acknowledges and agrees that funds provided through this Agreement shall not be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- K. Sub-grantee shall no longer be able to claim funds through this grant for the replacement of refrigerators in homes weatherized.

- L. Sub-grantee acknowledges and agrees that it must maintain a maximum allowable average cost per dwelling under Base Program Operations (line item .3) in an amount not to exceed Six Thousand and 00/100 Dollars (\$6,000.00). Sub-grantee acknowledges and agrees that it must maintain a maximum allowable average cost per dwelling under Mechanical Operations (line item .4) in an amount not to exceed Three Thousand and 00/100 Dollars (\$3,000.00). Sub-grantee acknowledges and agrees that it must maintain a maximum allowable average cost per dwelling under Capital Intensive Operations (line item .5) in an amount not to exceed Nine Thousand and 00/100 Dollars (\$9,000.00).
- M. Sub-grantee acknowledges and agrees that the funds provided through this Agreement shall be used to supplement, and not supplant, other State or local funds and, to the extent practicable, to increase the amounts of such funds that would be made available in the absence of Federal funds for carrying out activities specified in this Agreement.
- N. No subcontractor of Sub-grantee shall be paid for any work performed until such time as Sub-grantee has performed an inspection of all of the weatherization work completed and has determined that any such work has been performed in a satisfactory manner ("Final Inspection"). Where subcontractors are utilized, the cost of materials shall be separated from the cost of associated labor in billings submitted to Sub-grantee by the subcontractor.
- O. In conducting activities pursuant to this Agreement, Sub-grantee must secure, to the maximum extent practicable, the services of volunteers, training participants, public service employment workers, and participants in other Federal or State of Indiana training and employment programs, to work under the supervision of qualified supervisors.
- P. Sub-grantee shall ensure that all Weatherization staff and sub-contractors who perform or provide Weatherization services to client homes receive and adhere to all standards as outlined in Indiana's Weatherization Field Guide, Indiana's Weatherization Policy and Procedures Manual, the Department of Energy Weatherization Assistance Program State Plan for Indiana and other State Weatherization directives as applicable. Upon completion of the document aligning Indiana's Weatherization Field Guide and DOE's Standard Work Specifications (SWS), Sub-grantee shall abide by and perform all work in accordance with said document. The Sub-grantee's signature on this agreement signifies its agreement and responsibility to follow all work standards as outlined in the documents referenced in this paragraph as well as its responsibility to ensure that its weatherization staff and sub-contractors receive and review these documents and use them to guide the weatherization work performed in client homes by them.
- Q. Sub-grantee shall include language in sub-contractor contracts requiring that all Weatherization services will be performed in accordance with the standards

outlined within the documents as described in Subsections B and P of Section 3 of this Agreement.

**4. ADMINISTRATION OF FUNDS**

- A. Funding shall be paid to Sub-grantee as a reimbursement for authorized expenses incurred for the STATE LIHEAP Program pursuant to this Agreement, and in accordance with the fiscal policies and procedures of the IHCD. Following the expiration or termination of this Agreement, Sub-grantee shall reconcile all costs incurred through this Agreement pursuant to instructions in Paragraph (H)-(J) below. Sub-grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Sub-grantee and Sub-grantee's issuance or redemption of checks, warrants, or payments by other means for program purposes.
- B. The amount of funding from all appropriate Federal sources that Sub-grantee uses for planning and administration of the STATE LIHEAP Program shall be a percentage set by IHCD. In no event, however, shall the total amount of funding paid to Sub-grantee under the Activity Description of .1 Administration exceed five percent (5%) of the total benefit funding actually expended by Sub-grantee under the Agreement. Sub-grantee shall pay from non-Federal sources the remaining costs of planning and administering the STATE LIHEAP Program.
- C. The parties agree that IHCD's payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCD is under no obligation to make payment hereunder, except to the extent that funds are available.
- D. IHCD may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the Total Grant Amount if the Sub-grantee fails to meet applicable program requirements or if the Sub-grantee's expenditures for production and number of completions are substantially below the network's average.
- E. IHCD will review Sub-grantee's weatherization production completions and its expenditures under this Agreement. If Sub-grantee's expenditures for production fall substantially below the schedule of production contained in Sub-grantee's approved Budget (the "Standard") and Sub-grantee has not addressed the shortfall with IHCD and developed a plan to raise its performance up to the Standard, then IHCD may, at its sole discretion, decrease Sub-grantee's Total Grant Amount and reallocate the remaining unexpended funds to another sub-grantee.
- F. The Sub-grantee shall administer its program to comply with the following benchmarks as identified in the STATE LIHEAP Budget Form:
  - a. Complete monthly production projections by March 30, 2015

- b. Complete monthly production projections by June 30, 2015
- G. All payments shall be made in arrears in conformance with IHCDCA fiscal policies and procedures and, as required by Indiana Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Sub-grantee in writing unless a specific waiver has been obtained from the Controller of IHCDCA.
- H. Sub-grantee shall pay all vendors, subcontractor and Sub-grantee invoices within forty-five (45) days of the date of receipt. For the purposes of this Agreement, “pay” shall mean the act of depositing checks in the mail for delivery to the subcontractor or Sub-grantee or pick-up of checks by the vendor, subcontractor or Sub-grantee from the Sub-grantee.
- I. Sub-grantee shall maintain financial and accounting records which identify costs attributable to each Activity Description specified on Attachment A. Sub-grantee shall further maintain annual, written, cost methodologies, which identify procedures for attributing costs to each Activity Description. More restrictive fiscal accountability may be required of Sub-grantee by IHCDCA should IHCDCA determine that Sub-grantee is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana, IHCDCA, or the United States Government.
- J. Sub-grantee shall maintain the funds received from IHCDCA pursuant to Attachment A and this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and Attachment A.
- K. Sub-grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Sub-grantee pursuant to this Agreement. Sub-grantee shall manage all funds received through this Agreement in accordance with applicable cost principles identified in OMB Circulars A-87 (Government Entities) or A-122 (Nonprofit Organizations), now reported at 2 C.F.R. §§ 225, 230.
- L. Sub-grantee shall submit to IHCDCA, at least monthly, properly completed claims for reimbursement of costs incurred by Sub-grantee under this Agreement during the prior month. Claims shall be submitted using IHCDCA’s online claims system and pursuant to instructions issued by IHCDCA.
- M. No costs may be incurred against this Agreement by Sub-grantee before or after the Term specified in Section 2. Claims should be submitted to IHCDCA within forty-five (45) calendar days after the date services are provided or, as applicable, costs are incurred. All final claims and reports must be submitted to IHCDCA within forty-five (45) calendar days after the expiration or the termination of this Agreement, or IHCDCA may deny payment.
- N. Sub-grantee shall liquidate all outstanding obligations properly incurred during the

Term no later than forty-five (45) calendar days after the expiration or termination of this Agreement.

- O. Sub-grantee shall, upon written demand by IHCD, be required to repay IHCD all sums paid by IHCD to Sub-grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Sub-grantee results in an audit exception or cost disallowance, IHCD shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
- P. IHCD may withhold payment to Sub-grantee if a claim submitted by Sub-grantee is inaccurate or if Sub-grantee has not complied with the claim preparation instructions issued by IHCD. IHCD will notify Sub-grantee of any error in the claims submitted so Sub-grantee may make the corrections or revisions necessary for payment.

#### **5. INELIGIBLE EXPENSES**

The Sub-grantee shall promptly repay, out of non-federal resources, IHCD for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” by any of the following: IHCD, an audit, or the Weatherization Procedures Manual.

#### **6. ELIGIBLE BENEFICIARIES**

The Sub-grantee shall utilize the funding herein exclusively for any individual who meets the following requirements: (1) has applied for and has been approved for regular LIHEAP benefits, and (2) owns a home.

#### **7. AUDITS, RECORDS, REPORTS, AND INSPECTIONS**

- A. If Sub-grantee expends \$500,000 or more in federal awards during the Sub-grantee’s fiscal year it must submit its single audit to the IHCD within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

If the Sub-grantee expends less than \$500,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCD within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

- B. IHCD Approved Auditor. All auditors performing under OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations” for Sub-grantee must be qualified by the IHCD in order for IHCD to accept the A-133 submitted by the Sub-grantee. The Sub-grantee must contact Samantha Higdon at

IHCDA in order to ensure that its auditor meets IHCDA's requirements and/or receive a copy of IHCDA's criteria for auditors.

C. Sanctions: If Sub-grantee does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCDA's sole discretion, may take appropriate action using sanctions such as:

- (a) Withholding a percentage of this funding until the audit is completed satisfactorily;
- (b) Withholding or disallowing claims;
- (c) Suspending all funding from any IHCDA awards until the audit is conducted; or
- (d) Terminating this Agreement.

D. Sub-grantee shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Sub-grantee's financial activities and Sub-grantee's claims for reimbursement under this Agreement. Further, Sub-grantee shall create, maintain, and provide to IHCDA such other statistical and program reports as are required by the laws, regulations, and policies of the State of Indiana, IHCDA, or the United States Government, including any close-out reports required by IHCDA.

E. The parties agree that prompt compliance by Sub-grantee with a request by IHCDA to submit program and financial documentation is critical to this Agreement and that a failure of Sub-grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDA.

F. Sub-grantee shall maintain all records relative hereto during the Term of this Agreement and for a period of three (3) years from the date Sub-grantee submits to IHCDA its final financial status report pursuant to this Agreement, or one year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment.

H. Sub-grantee shall not dispose of, replace, or transfer any equipment authorized to be purchased with funding obtained through this Agreement without the express written approval of IHCDA.

- I. The parties agree that IHCD A and the United States Government shall have the right to enter the premises of Sub-grantee or any subcontractor of Sub-grantee and inspect or audit any records and property maintained by Sub-grantee or its subcontractors in connection with this Agreement. Sub-grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of IHCD A or the United States Government.

The Sub-grantee must provide access to IHCD A, HHS, the U.S. Department of Energy ("DOE"), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Sub-grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained. .

- J. Sub-grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of IHCD A, the State of Indiana, or the United States Government.
- K. Sub-grantee agrees that IHCD A has the right to make recommendations and findings in connection with any program or fiscal audit of Sub-grantee's operations related to this Agreement, and Sub-grantee agrees to comply with any corrective actions specified by IHCD A, within the time limits established by IHCD A.
- L. Following any IHCD A monitoring visit to Sub-grantee, IHCD A will provide a written report to Sub-grantee. IHCD A's report may contain findings, concerns, suggestions and/or specific directions for corrective action by Sub-grantee. In the event that specific corrective action is required, Sub-grantee will have forty-five (45) days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCD A. A failure of Sub-grantee to comply with IHCD A's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCD A and Sub-grantee will meet at the earliest convenience to resolve the issue in question.
- M. Sub-grantee shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Sub-grantee's possession purchased with Federal or State funds through this Agreement. The schedule shall be maintained at Sub-grantee's office(s) and provided to IHCD A upon request. The schedule shall include:

- A. A brief description of the property;
  - B. A manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number of the property;
  - C. The source of the property, including the award number;
  - D. Whether title vests in the Sub-grantee or the Federal government;
  - E. The acquisition date (or date received, if the equipment was furnished by the Federal government) and cost of the property;
  - F. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal government);
  - G. The location and condition of the property and date the information was reported;
  - H. Unit acquisition cost; and
  - I. Any ultimate disposition data including the date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.
- N. Upon request, Sub-grantee shall submit all relevant depreciation schedules applicable to the audit period at the time Sub-grantee submits its independent audit report.
- O. Sub-grantee further agrees to comply with any additional requirements that IHCDCA may deem necessary with respect to the management and distribution of equipment purchased pursuant to this Agreement.

## 8. **MODIFICATION**

- A. The parties agree that due to the uncertain availability of State and/or Federally allocated funds, the Total Grant Amount specified in Attachment A of this Agreement may be unilaterally decreased by IHCDCA immediately upon Sub-grantee's receipt of written notice. Notice shall be delivered to Sub-grantee at the address specified in Attachment A, by certified or overnight mail, or at IHCDCA's option by verified electronic mail.
- B. Sub-grantee shall notify IHCDCA within ten (10) days of any termination of services reimbursable pursuant to this Agreement. In the event of such termination, IHCDCA may reduce the funding to Sub-grantee set forth in Attachment A in accordance with the procedures specified in Paragraph C of this section. Notice shall be provided by certified or overnight mail.

- C. IHCDCA may conduct periodic reviews of the utilization of funds provided by IHCDCA pursuant to this Agreement. After such a review, IHCDCA may decide to reduce or redistribute the funding available to Sub-grantee. IHCDCA shall give ten (10) days' notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Sub-grantee may, within the ten (10) day notice period, present to IHCDCA written documentation explaining why such a reduction or redistribution should not become final. IHCDCA retains the right, after a review of such documentation, either to implement or to modify its proposed actions.
- D. In accordance with Attachment A, should IHCDCA or Sub-grantee determine that budgeted amounts for any Activity Description require modification, such changes may not require the execution of a formal amendment, but may be accomplished by submission of an formal budget modification from a Sub-grantee and approved by IHCDCA, so long as the changes do not increase the Total Grant Amount specified in Attachment A.
- E. Should IHCDCA decide to alter its methodology for allocating funds among its weatherization Sub-grantees as set forth in IHCDCA's State Weatherization Plan, IHCDCA agrees that, pursuant to 42 U.S.C. § 8624 subsection (c), each substantial revision thereof shall be made available for public inspection in such a manner as will facilitate timely and meaningful review of, and comment upon, such plan or substantial revision.
- F. This Agreement may be renewed under the same terms and conditions, submitted to approval of the IHCDCA Board of Directors, in compliance with Indiana Code § 5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.
- G. Except as set forth in this Section 7, the parties acknowledge that this Agreement is subject to modification by mutual agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement upon execution by the parties. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Sub-grantee or to extend this Agreement in any way.

## **9. SUSPENSION AND TERMINATION**

- A. This Agreement may be terminated, in whole or in part, by the IHCDCA whenever, for any reason, the IHCDCA determines that such termination is in the best interest of the IHCDCA. Termination shall be effected by delivery to the Sub-grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Sub-grantee shall be compensated for completion of the services or activities properly performed prior to the effective date of termination. The

IHCDA will not be liable for activities or services performed after the effective date of termination.

- B. If either party has failed to comply with the terms of this Agreement, the other party may, upon written notice to the party in breach, suspend services or payment in whole or in part or terminate this Agreement. The notice of suspension or termination shall state the reasons for the suspension or termination, any corrective action required of the party in breach, and the effective date. Notice shall be provided by certified or overnight mail.
- C. If IHCDA determines that any breach of this Agreement by Sub-grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCDA may terminate this Agreement by orally notifying Sub-grantee of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- D. When the Executive Director of the IHCDA or the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director of the IHCDA or the Director of the State Budget Agency that funds are not appropriated or otherwise available shall be final and conclusive.
- E. Sub-grantee agrees that IHCDA may terminate this Agreement if Sub-grantee ceases doing business for any reason. IHCDA will notify Sub-grantee of the termination, in writing, by registered or certified mail. The termination shall be effective from the date Sub-grantee ceases doing business.
- F. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber the Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.
- G. This Agreement may be suspended and/or terminated immediately if Sub-grantee has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Sub-grantee and the IHCDA. In this event IHCDA may de-obligate and/or re-distribute all or any portion of this award to another Sub-grantee. Further, Sub-grantee's breach or default with respect to other agreements or obligations related to STATE LIHEAP Program shall constitute a material breach of this Agreement.

- H. Sub-grantee shall provide written notice to IHCD of any change in Sub-grantee's address, legal name, or legal status including, but not limited to, a sale or dissolution of Sub-grantee's business. IHCD reserves the right to terminate this Agreement should Sub-grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Sub-grantee's legal status. Notice shall be provided by certified or overnight mail.
- I. If this Agreement is terminated pursuant to any paragraph in this section, Sub-grantee shall remit to IHCD, within forty-five (45) days of such termination, any unexpended funds and such other payments received by Sub-grantee determined to be due IHCD. The action of IHCD in accepting any such amount shall not constitute a waiver of any claim that IHCD may otherwise have arising out of this Agreement.
- J. Upon expiration of any fiscal year period specified in Attachment A, or termination of this Agreement, IHCD may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Sub-grantee pursuant to this Agreement, and all property purchased by Sub-grantee with IHCD, state funds under this Agreement, be delivered to IHCD. IHCD may require the transfer of records or property to its own offices or to a designated successor.
- K. IHCD shall provide a full and detailed accounting of any property or records taken from Sub-grantee and shall make any records available to Sub-grantee as necessary for subsequent audit. IHCD and Sub-grantee may negotiate amounts of reimbursement related to Sub-grantee's expenses for a period of closeout. In no event, however, shall IHCD reimburse Sub-grantee an amount exceeding the Total Grant Amount set forth in Attachment A of this Agreement.
- L. If this Agreement is terminated for any reason, IHCD shall only be liable for payment for services properly provided prior to the effective date of termination. IHCD shall not be liable for any costs incurred by Sub-grantee in reliance upon this Agreement subsequent to the effective date of termination.
- M. Sub-grantee acknowledges and agrees that due to programmatic changes required in the Weatherization Assistance Program by IHCD, the United States Department of Energy, and/or Health and Human Services, IHCD may terminate this Agreement at the end of any fiscal year period specified on Attachment A upon sixty (60) days written notice to Sub-grantee specifying the reasons for termination.
- N. In the event this Agreement is terminated pursuant to this section, the Sub-grantee shall cooperate with IHCD to ensure a smooth transition of services to recipients of the STATE LIHEAP.

**10. CONFIDENTIALITY**

The Sub-grantee understands and agrees that data, materials, and information disclosed to the Sub-grantee may contain confidential and protected information. The Sub-grantee covenants that data, material and information gathered, based upon or disclosed to the Sub-grantee for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the IHCD.

The parties acknowledge that the services to be performed by Sub-grantee for the IHCD under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of the IHCD in a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Sub-grantee and the IHCD agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by Sub-grantee, Sub-grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement.

**11. INDEMNIFICATION**

The Sub-grantee agrees to indemnify, defend, and hold harmless IHCD and the State of Indiana, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or connected with any act or omission of the Sub-grantee and/or its subcontractors, if any, in the performance of this Agreement. Sub-grantee shall require any subcontractor to indemnify Sub-grantee, IHCD, and the State of Indiana, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHCD shall not provide such indemnification to Sub-grantee.

**12. INDEPENDENT CONTRACTOR**

The Sub-grantee is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Except as provided in Section 10, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Sub-grantee shall provide all necessary unemployment and workers' compensation insurance for the Sub-grantee's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage upon request.

**13. INSURANCE AND BONDING**

- A. Sub-grantee agrees to provide general liability insurance coverage relative hereto in the minimum amount of \$750,000 for bodily injury and property damage. Sub-grantee shall also secure insurance in amounts sufficient to reimburse Sub-grantee for damage to any property purchased with State or Federal funds.
- B. If Sub-grantee is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Sub-grantee may elect to provide such coverages.

- C. Sub-grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.
- D. Upon request, Sub-grantee must provide IHCD A with Certificates of Insurance that illustrate the types of coverage, limits of liability, and expiration dates of Sub-grantee's policies.
- E. Sub-grantee shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Sub-grantee through IHCD A or \$250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Sub-grantee's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein, and it must specify the IHCD A as an obligee or additional insured. Sub-grantee shall immediately notify IHCD A if said bond or insurance is cancelled or modified in amount. In the event of cancellation, IHCD A shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by IHCD A within ten (10) days of the notice of cancellation, Sub-grantee agrees to return to IHCD A the balance of all monies paid to Sub-grantee by IHCD A under this Agreement.

**14. FEES**

Sub-grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized by IHCD A.

**15. PROGRAM INCOME**

Any program income earned by Sub-grantee from activities conducted with funds obtained through this Agreement must be maintained and expended by Sub-grantee in the program from which the funding was derived, in accordance with applicable State and Federal program rules, regulations, and policies. However, upon the expiration of this Agreement, Sub-grantee must return any program income earned, pursuant to this Agreement to IHCD A.

**16. LICENSING STANDARDS**

Sub-grantee agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Sub-grantee or its subcontractors to deliver services pursuant to this Agreement. IHCD A shall not be required to reimburse Sub-grantee for any services performed when Sub-grantee or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Sub-grantee agrees to notify IHCD A immediately thereof.

**17. WORK STANDARDS**

Sub-grantee shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

**18. ELIGIBILITY AND APPEALS**

- A. The parties agree that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal eligibility criteria and operating procedures.
- B. IHCD and Sub-grantee agree to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal.

**19. NON-DISCRIMINATION**

- A. Pursuant to Indiana Code § 22-9-1-10, Sub-grantee and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Sub-grantee understands that IHCD is a recipient of Federal funds. Pursuant to that understanding, Sub-grantee and its subcontractors agree that if Sub-grantee employs fifty (50) or more employees and does at least \$50,000 worth of business with the State of Indiana, and is not exempt, Sub-grantee will comply with the affirmative action reporting requirements of 41 C.F.R. § 60-1.7. Breach of this covenant may be regarded as a material breach of contract. IHCD and the Sub-grantee shall comply with Section 202 of Executive Order 11246, as amended by Executive Order 11375, and as supplemented by 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, which are incorporated herein by specific reference.
- B. Sub-grantee further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Sub-grantee's services, or otherwise be subjected to discrimination under any program or activity for which Sub-grantee or its subcontractors receive, directly or indirectly, Federal or state financial assistance, and Sub-grantee agrees

to immediately take measures to effectuate this provision.

- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

## **20. POLITICAL ACTIVITY**

Sub-grantee certifies that the funding provided by IHCD through this Agreement shall not be used to further any type of political or voter activity. Sub-grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **21. DRUG-FREE WORKPLACE CERTIFICATION**

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Sub-grantee's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Sub-grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Sub-grantee will give written notice to the IHCD within ten (10) days after receiving actual notice that the Sub-grantee, or an employee of the Sub-grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Sub-grantee certifies and agrees that it will provide a drug-free workplace by:

The Sub-grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Sub-grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Establishing a drug-free awareness program to inform employees of (i) the dangers of drug abuse in the workplace; (ii) Sub-grantee's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon an employee for drug abuse violations occurring

in the workplace.

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (i) abide by the terms of the statement; and (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying in writing the IHCD and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (C(ii)) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice of a conviction under subparagraph (C(ii)) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (i) take appropriate personnel action against the employee, up to and including termination; or (ii) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **22. COMPLIANCE WITH LAWS**

- A. Sub-grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by IHCD and Sub-grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Sub-grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 *et seq.*, I.C. § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Sub-grantee is not familiar with these ethical requirements, the Sub-grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Sub-grantee or its agents violate any applicable ethical standards, IHCD may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-grantee. In addition, the Sub-grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. Sub-grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Sub-grantee agrees that any payments currently due to the State may be withheld from payments due to Sub-grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended

until Sub-grantee is current in its payments and has submitted proof of such payment to the IHCD.

- D. Sub-grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCD of any such actions. During the term of such actions, Sub-grantee agrees that IHCD may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to Sub-grantee's liability or guilt in any action initiated by the State or its agencies, and IHCD decides to delay, withhold, or deny work to Sub-grantee, Sub-grantee may request that it be allowed to continue, or receive work, without delay. Sub-grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDO). A determination by IDO shall be binding on the parties. Any payments that IHCD may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- F. Sub-grantee warrants that Sub-grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCD. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the IHCD.
- G. Sub-grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by Indiana Code § 5-22-3-7, the Sub-grantee and any principals of the Sub-grantee certify that:
  - 1. The Sub-grantee, except for de minimis and nonsystematic violations, has not violated the terms of
    - a. Indiana Code § 24-4.7 [Telephone Solicitation Of Consumers],
    - b. Indiana Code § 24-5-12 [Telephone Solicitations], or
    - c. Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
  - 2. The Sub-grantee will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
  - 3. The Sub-grantee and any principals of the Sub-grantee certify that an affiliate or principal of the Sub-grantee and any agent acting on behalf of the Sub-grantee or on behalf of an affiliate or principal of the Sub-grantee:
    - a. except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three

hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and

- b. will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

I. Sub-grantee agrees that IHCD A may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that IHCD A may bar Sub-grantee from contracting with IHCD A in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to IHCD A and has submitted proof of such payment to IHCD A.

J. The Sub-grantee shall also comply with all applicable federal guidance including, without limitation:

- 1. 10 C.F.R. Part 440, as amended;
- 2. 10 C.F.R. Part 440, Appendix A;
- 3. 10 C.F.R. Part 600, as amended;
- 4. OMB Circular A-110;
- 5. OMB Circular A-122; and
- 6. OMB Circular A-133.

## **23. DEBARMENT AND SUSPENSION**

Sub-grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal or State department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Sub-grantee.

## **24. CONFLICT OF INTEREST**

Sub-grantee agrees to comply with applicable provisions of the OMB Circular A-110 and “The Common Rule,” regarding conflicts of interest. Sub-grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Sub-grantee who may be in a position to participate in the decision-making process of Sub-grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties. Further, Sub-grantee agrees to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts and comply with 45 CFR 74.42.

## **25. AUTHORITY TO BIND**

Notwithstanding anything in this Agreement to the contrary, the signatory for the Sub-grantee represents that s/he has been duly authorized to execute this Agreement on its behalf.

**26. SEVERABILITY**

The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the Agreement.

**27. REMEDIES NOT IMPAIRED**

No delay or omission by IHCD A in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

**28. WAIVER OF RIGHTS**

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**29. TAXES**

The IHCD A is exempt from state, Federal, and local taxes. The IHCD A will not be responsible for any taxes levied on the Sub-grantee as a result of this Agreement.

**30. LEAD-BASED PAINT**

Sub-grantee agrees to comply with applicable provisions of the Toxic Substances Control Act (15 U.S.C. § 2681 et seq.), and implementing regulations at 40 C.F.R. Part 745 and any other applicable regulations. Sub-grantee further agrees to comply with the EPA issued Lead Renovation, Repair, and Painting Rule (EPA Rule 40 CFR Part 745) effective April 22, 2010.

**31. EQUAL EMPLOYMENT OPPORTUNITY**

Sub-grantee agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor."

**32. STATUTORY AUTHORITY OF SUB-GRANTEE**

The Sub-grantee expressly represents and warrants to the IHCD A that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Agreement, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

**33. SUB-GRANTEE AFFIRMATION CLAUSE**

The signatory for Sub-grantee hereby affirms, under the penalty of perjury, that Sub-grantee has not altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by IHCD A to Sub-grantee for signature, without prior written approval of IHCD A.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

### NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Sub-grantee, or that he/she is the properly authorized representative, agent, member or officer of the Sub-grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Sub-grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

**In Witness Whereof**, Sub-grantee and the IHCDCA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

**NAME:**

WS-015-0XX

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Indiana Housing and Community Development Authority**

By: \_\_\_\_\_

Printed Name: J. Jacob Sipe

Title: Executive Director

Date: \_\_\_\_\_

**INDIANA HOME ENERGY ASSISTANCE PROGRAM GRANT AGREEMENT  
ATTACHMENT A  
November 24, 2014**

**Grantee/Agency Legal Name:** \_\_\_\_\_

**Grantee/Agency Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Grantee/Agency Grant Contact:** \_\_\_\_\_

**Agency Phone and Email:** \_\_\_\_\_

**Funding Program:** State LIHEAP WX 2015

**Statutory Information:** 42 U.S.C. § 8621 et seq. and IC 4-12-1-14.5

**Grant Agreement Number:** WS-015-00

**Grant Effective Date:** 11/01/2014 – 9/30/2015

**Total Grant Amount:** \$ \_\_\_\_\_

**Grantee/Agency Service Area:** \_\_\_\_\_

**Close out Date** (45 days following the close of the grant): 11/15/2015

**IHCDA Grant Contact:** Pamela Emery, Community Programs Analyst - Weatherization

**IHCDA Phone and Email:** 317-233-5380, pemery@ihcda.in.gov

<b>Activity Description</b>	<b>Amount</b>
.1 Administration (up to 5% of total expenditures)	Actual Costs
.2 Liability Insurance	Actual Costs
.3 Base Program Operations	Actual Costs
.4 Mechanical Operations	Actual Costs
.5 Capital Intensive Operations	Actual Costs
<b>TOTAL GRANT AMOUNT</b>	<b>\$</b>